

Aidala, Bertuna & Kamins, P.C.

ARTHUR L. AIDALA
MARIANNE E. BERTUNA
HON. BARRY KAMINS (RET.)
JOHN S. ESPOSITO
MICHAEL T. JACCARINO
IMRAN H. ANSARI
ANDREA M. ARRIGO
DIANA FABI SAMSON

SENIOR COUNSEL
LOUIS R. AIDALA
JOSEPH P. BARATTA

546 FIFTH AVENUE
NEW YORK, NY 10036
TELEPHONE: (212) 486-0011
FACSIMILE: (212) 750-8297
WWW.AIDALALAW.COM

8118-13TH AVENUE
BROOKLYN, NEW YORK 11228
TEL: (718) 238-9898
FAX: (718) 921-3292

OF COUNSEL
JOSEPH A. BARATTA
ANTOINETTE LANTERI
WILLIAM R. SANTO
PETER S. THOMAS
LAWRENCE SPASOJEVICH

MEMO ENDORSED

Hon. Valerie E. Caproni
United States District Court
Southern District of New York
40 Foley Square
New York, New York 10007
Filed via ECF

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November 14, 2022

RE: *Carlos Agostin Robles Sanchez vs. Payam Inc., Paprika II LLC, and Paprika LLC*
Docket No. 1:21-cv-09628-VEC-KNF (Request for Extension of Time)

Dear Judge Caproni:

Pursuant to the Court's October 28, 2022, the Court instructed that the Parties submit a revised settlement agreement, which is annexed hereto as Exhibit "A" for the Court's review and approval.

I thank the Court for its attention to this matter.

Respectfully,

/S/

Lawrence Spasojevich, Esq.
Attorney for Plaintiff

The parties having resolved all of the Court's concerns regarding the fairness of the settlement agreement, the agreement is hereby APPROVED as fair and reasonable. The Clerk of Court is respectfully directed to terminate all open motions and deadlines and close this case.

SO ORDERED.

Valerie Caproni

Date: 11/21/2022

HON. VALERIE CAPRONI
UNITED STATES DISTRICT JUDGE

RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

WHEREAS, CARLOS AGOSTIN ROBLES SANCHEZ (“ROBLES SANCHEZ”) commenced an action in the UNITED STATES DISTRICT COURT for the SOUTHERN DISTRICT OF NEW YORK, captioned *CARLOS AGOSTIN ROBLES SANCHEZ vs. PAYAM INC., PAPRIKA II LLC, AND PAPRIKA LLC*, Docket No. 1:21-cv-09628-VEC-KNF (the “Action”), in which ROBLES SANCHEZ alleges he was formerly employed by PAYAM INC., PAPRIKA II LLC, AND PAPRIKA LLC (“Defendants” or “Releasees”), that the Defendants failed to properly pay him wages in compliance with the Fair Labor Standards Act of 1938 (“FLSA”) and the New York Labor Law (“NYLL”), and that Defendants failed to provide him with a wage notice and/or wage statements in violation of the New York Wage Theft Prevention Act (“WTPA”); and

WHEREAS, contemporaneously with the execution of this Release and Settlement Agreement (the “Release”), ROBLES SANCHEZ is receiving from or on behalf of PAYAM INC., PAPRIKA II LLC, and/or PAPRIKA LLC the gross amount of \$10,000.00 in full settlement of any and all wage and hour claims against PAYAM INC., PAPRIKA II LLC, and PAPRIKA LLC and related persons and entities in this Action; and

WHEREAS, the terms and conditions of this Release have been explained to ROBLES SANCHEZ by counsel, who was actively involved in the negotiation of the settlement and of this Release, and covenants that he understands the terms and agrees thereto,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. In exchange for the payment by PAYAM INC., PAPRIKA II LLC, and/or PAPRIKA LLC or on its behalf in the amount of \$10,000.00;

(a) ROBLES SANCHEZ agrees and covenants that the Action will be dismissed with prejudice against all Defendants based on the settlement described herein, and there has not been filed, nor will be cause to be filed, any other wage and hour claims, actions or other proceedings against PAYAM INC., PAPRIKA II LLC, PAPRIKA LLC, and/or its officers, directors, owners, shareholders, parents, affiliates, divisions, subsidiaries, members, managers, supervisors, agents, predecessors, professional employer organizations, insurers, and counsel and their agents and employees at any time in the future arising out of any facts that are known to exist or that may exist through and including the date of execution of this Release. To the extent the approval of the Court is required to obtain the dismissal of the Action on behalf of ROBLES SANCHEZ, ROBLES SANCHEZ and counsel agree to undertake such action necessary to obtain approval. In the event that, for any reason, any wage and hour complaint, appeal, suit, action, charge, claim and/or proceeding is filed or has already been filed by or on behalf of ROBLES SANCHEZ against Defendants, or any one of them, other than the Action, ROBLES SANCHEZ shall take all necessary steps to dismiss or withdraw same with prejudice, and ROBLES SANCHEZ shall not obtain or accept any recovery or relief therefrom;

(b) ROBLES SANCHEZ and his heirs, executors, representatives, administrators, agents, successors and assigns knowingly and voluntarily waive, release, and forever discharge Releasees of and from any wage and hour actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, commissions, controversies, agreements, promises, judgments, obligations, grievances, claims, charges, complaints, appeals and demands whatsoever, in law or equity, against Releasees as of the date of execution of this Release.

(c) It is ROBLES SANCHEZ's intention that the execution of this Release will forever bar every wage and hour claim, demand, cause of action, charge and grievance against Releasees existing at any time prior to and through the date of execution of this Release, and ROBLES SANCHEZ covenants not to sue Releasees based on any wage and hour claims and will pay Releasees' reasonable attorneys' fees and costs incurred if ROBLES SANCHEZ breaches that covenant.

(d) In the event that ROBLES SANCHEZ institutes, is a party to, or is a member of a class or collective that institutes any wage and hour claim or action against Releasees arising from conduct which predates this Release, ROBLES SANCHEZ agrees that the claims shall be dismissed or the class or collective membership terminated immediately upon presentation of this Release, and shall execute any papers necessary to achieve this end;

(e) ROBLES SANCHEZ affirms that, as of the date of this Release, he has been paid and/or has received all leave (paid and unpaid), compensation, wages, bonuses, commissions, and/or benefits to which ROBLES SANCHEZ may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to ROBLES SANCHEZ, except as provided in this Release.

2. In exchange for the promises made by ROBLES SANCHEZ herein, including ROBLES SANCHEZ's waiver and release of wage and hour claims, PAYAM INC., PAPRIKA II LLC, AND PAPRIKA LLC agree to provide ROBLES SANCHEZ's attorneys with payment checks in the total gross settlement sum of \$10,000.00, made payable in the following schedule:

(a) One check in the amount of \$6,666.67, payable to ROBLES SANCHEZ, for which a Form 1099 will be issued pursuant to IRS regulations, and one check in

the amount of \$3,333.33, representing \$0 in costs and \$3,333.33 in attorney fees, payable to Aidala, Bertuna & Kamins, P.C. for which a Form 1099 will be issued pursuant to IRS regulations. These payments will be made within ten (10) days of the approval of this settlement by the Court by certified mail to Counsel for ROBLES SANCHEZ as follows:

Aidala, Bertuna & Kamins, P.C.
Attn: Lawrence Spasojevich, Esq.
546 5th Avenue, 6th Floor
New York, New York 10036

(b) Should any of the payments not be made timely as set forth in of this Agreement, ROBLES SANCHEZ shall provide electronic notice to Kenneth L. Gartner, Esq., Lynn Gartner Dunne & Frigenti, LLP, at KLGartner@lgdlaw.com, stating that payment was not timely made. Upon receipt of written notice, non-payment shall be cured within five (5) days. Further, should any non-payment not be cured within five (5) days of notification, ROBLES SANCHEZ may immediately seek enforcement of the settlement agreement in Supreme Court of the State of New York, County of Queens and PAYAM INC., PAPRIKA II LLC, AND PAPRIKA LLC will pay ROBLES SANCHEZ reasonable attorneys' fees and costs incurred in the enforcement action.

3. ROBLES SANCHEZ acknowledges and agrees that in exchange for the payment in the gross settlement sum of \$10,000 made pursuant to the terms of this Release, the receipt and sufficiency of which is acknowledged, ROBLES SANCHEZ shall stipulate to dismissal of, in writing and with prejudice, the Action and all wage and hour allegations, claims, charges, actions, complaints, lawsuits, appeals, and proceedings that ROBLES SANCHEZ has instituted against Defendants, including, but not limited to, the Action. ROBLES SANCHEZ shall file within five (5) days of signing this Release a stipulation of dismissal. The stipulation of dismissal shall be signed by all parties who have appeared in the Action.

4. ROBLES SANCHEZ acknowledges and agrees that neither Releasees nor counsel, nor ROBLES SANCHEZ's counsel, have made any representations to ROBLES SANCHEZ regarding the tax consequences of any amounts paid pursuant to this Release. To the extent there are any additional tax consequences to ROBLES SANCHEZ or PAYAM INC., PAPRIKA II LLC, and/or PAPRIKA LLC arising from the payment of such portion of the settlement amount other than those normally attendant to W-2 income, ROBLES SANCHEZ agrees to indemnify and hold Releasees harmless for all additional taxes, interest and penalties.

5. ROBLES SANCHEZ acknowledges that Defendants have entered into this settlement solely for the purpose of avoiding the burdens and expense of protracted litigation. Further, the parties agree that neither this Release nor the furnishing of consideration for the Release shall be construed as an admission by Defendants or any Releasee of any wrongdoing or noncompliance with any federal, state, or local wage and hour law, rule, ordinance, regulation, constitution, statute, contract, public policy, tort law, common law, or any other unlawful conduct, liability, wrongdoing, or breach of any duty whatsoever.

6. This Release supersedes any prior agreements or understandings pertaining to the subject matter of this Release as addressed above. ROBLES SANCHEZ acknowledges that ROBLES SANCHEZ has not relied on any representations, promises or agreements of any kind made in connection with the decision to sign this Release.

7. This Release is made in the State of New York and shall be interpreted under the laws of said State. Its language shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

8. Should any provision of this Release be declared invalid, illegal, or unenforceable by any court of competent jurisdiction, and such provision cannot be interpreted or

modified so as to be enforceable, excluding the release language in Section 1, such provision shall immediately become null and void, leaving the remaining provisions of this Release in full force and effect as if such invalid, illegal, or unenforceable provisions had not been set forth therein.

9. No provision of this Release may be amended or modified unless the amendment or modification is agreed to in writing and signed by both parties. Any such modification shall become a part of and treated as though originally set forth in this Release.

10. This Release shall be binding upon and inure to the benefit of ROBLES SANCHEZ's heirs, executors, administrators, agents, successors, and assigns.

11. ROBLES SANCHEZ represents, warrants, and confirms that ROBLES SANCHEZ has not disclosed or discussed, orally or in writing, the negotiations and discussions leading to this Release, the existence of this Release, or any of its terms or conditions with any person, organization, or entity other than ROBLES SANCHEZ's spouse, attorney, or tax advisor. ROBLES SANCHEZ agrees to maintain confidentiality, except as required by law (including initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with, an investigation conducted by a local, state, or federal agency, filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or other public benefits), regarding ROBLES SANCHEZ's allegations in the Action, all matters concerning ROBLES SANCHEZ's employment with Defendants that were at issue in the Action, the negotiations and discussions leading to this Release, and the existence and substance of this Release, including the amount paid under the Release, except that ROBLES SANCHEZ may disclose this Release to ROBLES SANCHEZ's spouse, attorney, and tax advisor. [Upon receipt of an inquiry regarding the Action or this Release from someone other than ROBLES SANCHEZ's spouse, attorney, or tax advisor, the Parties shall state only that "the matter has been resolved."]

ROBLES SANCHEZ FREELY AND KNOWINGLY ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ AND UNDERSTANDS THIS RELEASE, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL WAGE AND HOUR CLAIMS ROBLES SANCHEZ MIGHT HAVE AGAINST RELEASEES. ROBLES SANCHEZ FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE DEFENDANTS FROM ANY AND ALL WAGE AND HOUR CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

CARLOS AGOSTIN ROBLES SANCHEZ

Date:

Lawrence Spasojevich, Esq.
Aidala, Bertuna & Kamins, P.C.
Attorneys for Plaintiff
546 5th Avenue
New York, New York 10036
(212) 486-0011
ls@aidalalaw.com

Date :

PAYAM INC., PAPRIKA II LLC, AND
PAPRIKA LLC

By : PEJMAN, TOOBIAN
Title : PRESIDENT

Kenneth L. Gartner, Esq.
Lynn Gartner Dunne & Frigenti, LLP
Attorneys for Defendants
330 Old Country Road, Suite 103
Mineola, NY 11501
(516) 742-6200
klgartner@lgdlaw.com

**ROBLES SANCHEZ FREELY AND KNOWINGLY ACKNOWLEDGES
AND AGREES THAT HE HAS FULLY READ AND UNDERSTANDS THIS RELEASE,
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Date: 11 / 10 / 2022

CARLOS AGOSTIN ROBLES SANCHEZ



Lawrence Spasojevich, Esq.
Aidala, Bertuna & Kamins, P.C.
Attorneys for Plaintiff
546 5th Avenue
New York, New York 10036
(212) 486-0011
ls@aidalalaw.com

PAYAM INC., PAPRIKA II LLC, AND
PAPRIKA LLC

Date :

By : _____

Title : _____

Kenneth L. Gartner, Esq.
Lynn Gartner Dunne & Frigenti, LLP

Attorneys for Defendants
330 Old Country Road, Suite 103
Mineola, NY 11501
(516) 742-6200
kgartner@lgdlaw.com



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 (carlosagus27@hotmail.com)
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**11 / 10 / 2022**

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 (carlosagus27@hotmail.com)
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